

EXHIBIT 105
-
REDACTED VERSION OF
ECF NO. 575-11

EXHIBIT 62

**Emails between Michael
Mersch and Neal Tabachnick
(Filed Under Seal)**

To: Neal Tabachnick[ntabachnick@wrsllawyers.com]
Cc: Joana Belfort [joanabelfort@me.com][joanabelfort@me.com]
From: Michael Mersch
Sent: Fri 2/14/2014 1:39:47 AM
Importance: Normal
Subject: RE: Vitor
Received: Fri 2/14/2014 1:39:00 AM

Neal,

Please see responses below in red:

PROMOTIONAL AGREEMENT

*Vitor retains his right to appear in film, television, internet programs and grant any necessary rights in his Identity to do so. (Vitor already retains those rights and there is no language in the agreement to the contrary)

*Vitor retains exclusive right to exploit live and recorded seminars and Martial Arts instructionals, in all media, subject only to Zuffa's right to use Bout footage for the same, provided Vitor is incidental to it, not principally featured. (Vitor already retains those rights, as does Zuffa, and there is no language in the agreement to the contrary)

*Vitor retains exclusive right to exploit gyms with his Fighter Identity, subject only to Zuffa's right to put his picture incidentally on walls of UFC gyms. (Vitor already retains those rights and there is no language in the agreement to the contrary)

*Vitor retains right to trademark his name and any nicknames, and to name websites with such names and nicks. (Vitor already retains those rights and there is no language in the agreement to the contrary)

*Vitor can only grant rights in third parties (eg, corners, trainers) to the extent he controls them. (Zuffa expects its Fighters to behave appropriately and to be able to control the corners and trainers they elect to work with)

*Vitor retains his exclusive life story rights in all media, subject only to Zuffa's right to produce special programs with Bout (pre, during, post) footage. (Vitor already retains those rights and there is no language in the agreement to the contrary)

*Cure right before Vitor deemed in breach. (Please suggest the language you feel would suffice and where you would like it to go.)

SIDE LETTER

*Paragraph 1, line 7: Typo? I believe the date meant was Nov 14, 2012, not Feb 4, 2014. (We will make that change.)

*Please pay Phenom, not Vitor directly, as default payee. (We will make that change.)

*Paragraph 1, line 6 and paragraph 2, line 5: participates in "reasonable and required" promotional and sponsorship activities (as condition to payment). (We will make that change.)

*Paragraph 4, line 7: Vitor can only grant rights in third parties (eg, corners, trainers) to the extent he controls them. (Zuffa expects its Fighters to behave appropriately and to be able to control the corners and trainers they elect to work with.)

*Paragraph 4: Same language as in the last sentence of paragraph 2.3(f) of the Promotional Agreement, restricting Zuffa from using Fighter's Identity for endorsements without Fighter's prior written consent. (We will make that change.)

*Cure right before deemed in breach. (Please suggest the language you feel would suffice and where you would like it to go.)

Please direct any responses to me directly.
Thank you.

MM

UFC
MICHAEL MERSCH | SVP, BUSINESS & LEGAL AFFAIRS AND ASSISTANT GENERAL COUNSEL
ULTIMATE FIGHTING CHAMPIONSHIP
2960 West Sahara Avenue | Las Vegas, NV 89102

-----Original Message-----

From: Neal Tabachnick [mailto:ntabachnick@wrslawyers.com]
Sent: Thursday, February 13, 2014 4:57 PM
To: Michael Mersch
Cc: Joana Belfort (joanabelfort@me.com)
Subject: FW: Vitor

fyi

Neal Tabachnick, Esq.
Partner
Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
11400 W. Olympic Blvd.
9th Floor
Los Angeles, California 90064
PH: [REDACTED]
FAX: [REDACTED]
E-Mail: ntabachnick@wrslawyers.com

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-----Original Message-----

From: Neal Tabachnick
Sent: Thursday, February 13, 2014 4:34 PM
To: 'Lawrence Epstein'
Cc: Joana Belfort (joanabelfort@me.com)
Subject: RE: Vitor

Lawrence,

Comments are below. I hadn't sent them to Mike as he'd advised me via email last evening that there was no point in sending comments, as Zuffa does not alter their agreements, which made sending comment pointless. As we discussed, that policy makes sense for all but the sport's greatest luminaries, in which group Vitor is secure. All we're asking for is the basic respect and consideration of our positions, which are extremely light. So thank you for any efforts you can make.

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*Paragraph 4, line 7: Vitor can only grant rights in third parties (eg, corners, trainers) to the extent he controls them.

*Paragraph 4: Same language as in the last sentence of paragraph 2.3(f) of the Promotional Agreement, restricting Zuffa from using Fighter's Identity for endorsements without Fighter's prior written consent.

*Cure right before deemed in breach.

That's it. Thank you.

Neal

Neal Tabachnick, Esq.

Partner

Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP

11400 W. Olympic Blvd.

9th Floor

Los Angeles, California 90064

PH: [REDACTED]

FAX: [REDACTED]

E-Mail: ntabachnick@wrslawyers.com

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-----Original Message-----

From: Lawrence Epstein [mailto:lepstein@ufc.com]

Sent: Thursday, February 13, 2014 4:24 PM

To: Neal Tabachnick

Cc: Joana Belfort (joanabelfort@me.com)

Subject: RE: Vitor

I am completely out of the loop, so please send me a list of outstanding issues.

-----Original Message-----

From: Neal Tabachnick [mailto:ntabachnick@wrslawyers.com]
Sent: Thursday, February 13, 2014 4:12 PM
To: Lawrence Epstein
Cc: Joana Belfort (joanabelfort@me.com)
Subject: FW: Vitor

Lawrence,

Thanks again for your time and consideration last evening. Please see below and advise next steps.

We're trying to keep the temperature low and constructive.

Best,

Neal

Neal Tabachnick, Esq.
Partner
Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
11400 W. Olympic Blvd.
9th Floor
Los Angeles, California 90064
PH: [REDACTED]
FAX: [REDACTED]
E-Mail: ntabachnick@wrslawyers.com

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-----Original Message-----

From: Michael Mersch [mailto:mmersch@ufc.com]
Sent: Thursday, February 13, 2014 3:50 PM
To: Neal Tabachnick
Cc: joanabelfort@gmail.com
Subject: Vitor

Dana and Lorenzo asking me yet again where his agreement is at as why it isn't signed yet. Please let me know where we're at.

MM

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Zuffa, LLC | P.O. Box 26959 | Las Vegas, NV 89126